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*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead  
Case, No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11 (Lead Case) (Jointly Administered)

**DECLARATION OF JANET LODUCA IN  
SUPPORT OF APPLICATION PURSUANT TO  
11 U.S.C. § 327(e) AND FED. R. BANKR. P.  
2014(a) AND 2016 FOR AUTHORITY TO  
RETAIN AND EMPLOY BERMAN AND  
TODDERUD LLP AS SPECIAL COUNSEL FOR  
THE DEBTORS EFFECTIVE AS OF  
FEBRUARY 1, 2019**

Date: July 9, 2019  
Time: 9:30 a.m. (Pacific Time)  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

**Objection Deadline:** July 2, 2019  
4:00 p.m. (Pacific Time)

1 Pursuant 28 U.S.C. § 1746, I, Janet Loduca, hereby declare as follows:

2 I am the Senior Vice President and General Counsel of PG&E Corporation (“**PG&E Corp.**”).  
3 In my current role, I am responsible for supervising outside counsel and monitoring and managing legal  
4 fees and expenses.

5 On January 29, 2019 (the “**Petition Date**”), PG&E Corp. and Pacific Gas and Electric Company  
6 (the “**Utility**”), as debtors and debtors in possession (collectively, “**PG&E**” or the “**Debtors**”) each  
7 commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code  
8 (the “**Bankruptcy Code**”). I submit this Declaration in support of the Debtors’ Application  
9 (the “**Application**”)<sup>1</sup>, pursuant to section 327(e) of the Bankruptcy Code and Rule 2014(a) of the Federal  
10 Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for authority to employ and retain Berman  
11 and Todderud LLP (“**Berman and Todderud**” or the “**Firm**”), as special counsel for the Utility in the  
12 above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) in litigation related to the California energy  
13 crisis of 2000-2001 effective as of the February 1, 2019.

14 This Declaration is provided pursuant to Paragraph D.2 of the *U.S. Trustee Guidelines for*  
15 *Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330*  
16 *by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “**Fee Guidelines**”). Except  
17 as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal  
18 knowledge, information provided to me by the Debtors’ employees or advisors, or my opinion based  
19 upon knowledge and experience as Senior Vice President and General Counsel. I am authorized to  
20 submit this Declaration on behalf of the Debtors.

21 The Debtors recognize that a comprehensive review process is necessary when selecting and  
22 managing chapter 11 counsel to ensure that their bankruptcy professionals are subject to the same client-  
23 driven market forces, security, and accountability as professionals in non-bankruptcy engagements.  
24 While Berman and Todderud was only formed in February of this year, Mr. Berman and Mr. Todderud  
25 have extensive experience advising and representing the Utility in matters related to the energy crisis as  
26 partner and counsel, respectively, at other law firms. Based on its experience and relationship with the  
27

28 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to  
such terms in the Application.

1 Utility, I believe that Berman and Todderud is well qualified to perform the services described herein  
2 and in the Application efficiently and effectively.

3 Berman and Todderud has confirmed to me that the Firm does not vary its billing rates or the  
4 material terms of an engagement depending on whether such engagement is a bankruptcy or a non-  
5 bankruptcy engagement. Berman and Todderud has advised me that its current customary U.S. hourly  
6 rates are \$920 for Mr. Berman and \$692 for Mr. Todderud. It is my understanding that Berman and  
7 Todderud reviews and adjusts its billing rates annually, typically on or around January 1 of each year.  
8 Berman and Todderud has advised me that it will inform the Debtors of any adjustment to its existing  
9 rate structure.

10 I am informed by Berman and Todderud that its attorneys' billing rates will be aligned each year  
11 to ensure that its rates are comparable to the billing rates of its peer firms. To the extent that there is any  
12 disparity in such rates, however, I nevertheless believe that Berman and Todderud's retention by the  
13 Debtors is warranted in these cases for the reasons set forth in the Debtors' Application.


14 I understand that Berman and Todderud's fees and expenses will be subject to periodic review  
15 on a monthly, interim, and final basis during the pendency of these Chapter 11 Cases by, among other  
16 parties, a fee examiner, the Office of the United States Trustee and the Debtors, and in accordance with  
17 the terms of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders  
18 of the Court governing the procedures for approval of interim compensation of professionals retained in  
19 these Chapter 11 Cases.

20 As Senior Vice President and General Counsel, I supervise and manage legal fees and expenses  
21 incurred by the Debtors' outside counsel. Either I or a senior lawyer in our legal department reviews the  
22 Debtors' outside counsel invoices and authorizes all legal fees and expenses prior to the payment of such  
23 fees to outside counsel. In so doing, I assure that all requested fees and expenses are reasonable and  
24 correspond with necessary or beneficial services rendered on behalf of the Debtors and their estates. The  
25 aforementioned review and approval process does not differ when the Debtors employ outside counsel  
26 for non-bankruptcy matters. Moreover, Berman and Todderud has informed me that the Debtors will be  
27 provided with the opportunity to review all invoices and request adjustments to such invoices to the  
28

1 extent that the Debtors determine that such adjustments are necessary and appropriate, which requests  
2 will be carefully considered by Berman and Todderud.

3  
4 I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry,  
5 the foregoing is true and correct

6  
7 Dated: June 18, 2019

8  
9   
10 Janet Loduca